

BILL NO. S-74-07-29

SPECIAL ORDINANCE NO. S-110-74

AN ORDINANCE approving a contract with A.  
GROSJEAN & SON for paving of an alley

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. The contract between A. GROSJEAN & SON and the City  
of Fort Wayne, by and through its Mayor and the Board of Public Works, for  
paving as follows:

The alley between Glenwood Avenue and Kenwood Avenue from  
the west property line of Lot #550, Grasmere Heights Addition  
to the west property line of Beacon Street  
for a total cost of \$12,034.00, of which the City will pay \$8,514.00 and the balance  
of \$3,520.00 to be paid by the property owners under Barrett Law, all as more  
particularly set forth on said Contract, which is on file in the Office of the Board  
of Public Works, and is by reference incorporated herein and made a part hereof,  
is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by King, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 7-9-74

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Stier, and duly adopted, placed on its passage. Passed (~~Lost~~) by the following vote:

	AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>✓</u>
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 7-23-74

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-110-74 on the 23rd day of July, 1974.

ATTEST: (SEAL)  
Charles W. Westerman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of July, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 24th day of July, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

John A. Talarico  
MAYOR

Bill No. S-74-07-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with A. GROSJEAN & SON for paving of an alley

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

Winfield C. Moses Jr.

James S. Stier  
William T. Hinga  
Vivian G. Schmidt

CONCURRED IN

DATE 7-23-74 CHARLES W. WESTERMAN, CITY CLERK

# CONTRACT

This Agreement, made and entered into this 28<sup>th</sup> day of MAY, 1974

by and between ----- A. GROSJEAN & SON -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

the alley between Glenwood Avenue and Kenwood Avenue from the west property line of Lot #550, Grasmere Heights Addition to the west property line of Beacon Street.

by grading and paving the roadway to a width of ten feet with

6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5660-1974 and at the following price per lineal foot.

at the following prices:

Excavation - Regular	Four dollars and no cents, per cubic yard	\$ 4.00
#53 Stone for Drives 8" Depth	Ten dollars and no cents, per cubic yard	10.00
6" Concrete Drives Replacement	Ten dollars and no cents, per square yard	10.00
Alley Pavement - 6" Plain Concrete	Ten dollars and no cents, per square yard	10.00
Fine Grading	One dollar and no cents, per square yard	1.00
Seeding (Includes Straw Mulch)	One dollar and no cents, per square yard	1.00
New Manholes 48"	One thousand dollars and no cents, each	1,000.00
Old Manhole Covers adjusted & set to grade	One hundred dollars and no cents, each	100.00
New Inlets to be constructed- 30"	Five hundred dollars and no cents, each	500.00
12" Sewer Pipe Class IV	Fourteen dollars and no cents, per lineal foot	14.00
Backfill Gravel (Trenches & Structures) #53 Stone	Ten dollars and no cents, per cubic yard	10.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5660-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally <sup>within 30 working days after contract is approved by City Council</sup> and in all respects completed ~~on or before XXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19. until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 28th

day of May, 19. 74

A. GROSJEAN & SON

BY: Robert A. Grosjean

IIS: owner

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
[Signature]

[Signature]  
Its Board of Public Works and Mayor.

JUN 6 1974

APPROVED AS TO FORM AND LEGALITY

[Signature]  
John R. Fleck

# GUARANTY BOND

Know All Men by These Presents, That we-----  
----- A. GROSJEAN & SON----- Contractors  
as principal, and THE CINCINNATI INSURANCE COMPANY, CINCINNATI, OHIO-----  
----- as surety  
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWELVE THOUSAND,  
THIRTY FOUR DOLLARS AND NO CENTS-----  
----- (\$12,034.00)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.  
The conditions of the above obligation are, that whereas the said-----

----- A. GROSJEAN & SON-----  
did on the 28<sup>th</sup> day of MAY  
-----, enter into a contract with the City of Fort Wayne to construct a  
----- alley ----- Pavement  
on ----- Street from -----  
between Glenwood Avenue and Kenwood Avenue from the west property line of Lot #550,  
Grasmere Heights Addition to the west property line of Beacon Street.

----- according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 28<sup>th</sup> day of MAY

A. GROSJEAN & SON (SEAL)

BY: Robert A. Grady (SEAL)

ITS: (SEAL)

CINCINNATI INSURANCE COMPANY  
ATTORNEY-IN-FACT

Approved this 16<sup>th</sup> day of May, 1974

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we hereby certify that A. GROSJEAN & SON has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars. (\$5,000.00)

as principal, and \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of \_\_\_\_\_

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

\_\_\_\_\_ (\$ \_\_\_\_\_)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 28<sup>th</sup> day of MAY

A. GROSJEAN & SON \_\_\_\_\_ (SEAL)

BY: Robert A. Grosjean (SEAL)

ITS: owner (SEAL)

CINCINNATI INSURANCE COMPANY (SEAL)  
ATTORNEY-IN-FACT

Approved this 26<sup>th</sup> day of May, 1974

[Signature]  
[Signature]

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 23, 1974

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Paul Davenport; Bruce P. Davenport and/or Larry D. Smith

of Fort Wayne, Indiana

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to One Hundred Thousand and no/100 Dollars (\$100,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 26th day of October 1973.



STATE OF OHIO )  
COUNTY OF HAMILTON) ss:

THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan  
Vice-President

On this 26th day of October 1973, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date.  
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio,  
this 28th day of May 1974.



Robert J. Diehlhaus  
Secretary and Treasurer

L. 74-07-29

\$12,034.00

/ss